

EXHIBIT

34

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November 15, 2002

The Bank of New York,
as Trustee under the Indenture
(as defined below)
101 Barclay Street, 21 West
New York, New York 10286

Attention: Vice President, Corporate Trust Administration

Re: NorthWestern Energy, L.L.C. (formerly known as The Montana
Power L.L.C., successor by merger to The Montana Power
Company)/QUIPs issued under the Trust Agreement dated as of
November 1, 1996 - Transfer of Assets and Liabilities by
NorthWestern Energy, L.L.C. to NorthWestern Corporation

Ladies and Gentlemen:

This opinion is furnished to you pursuant to Sections 102, 1101(c) and 1203 of the Indenture, dated as of November 1, 1996 (the "Indenture"), between NorthWestern Energy, L.L.C. ("NorthWestern Energy"), formerly known as The Montana Power, L.L.C. (which is the successor by merger to The Montana Power Company) and you, as Trustee (the "Trustee"), and relates to the transfer of the property and assets of NorthWestern Energy substantially as an entirety to NorthWestern Corporation ("NorthWestern"), as such transfer relates to the assumption by NorthWestern of the liabilities and obligations of NorthWestern Energy under the Indenture and the NorthWestern Energy Quarterly Income Preferred Securities (the "QUIPs") issued under the Indenture.

In rendering the following opinions, we have read and are familiar with the covenants and conditions contained in Articles 11 and 12 of the Indenture, the covenants and conditions provided for in the Indenture with respect to compliance with which this opinion is rendered (the "Covenants and Conditions"), and the definitions in the Indenture relating thereto. In addition, we have examined originals, or copies certified to our satisfaction, of the various certificates and instruments prepared in compliance with the Covenants and Conditions, the Asset and Stock Transfer Agreement, dated as of November 15, 2002, by and between NorthWestern Energy and NorthWestern (the "Asset Transfer Agreement," together with all transactions contemplated

NY55/226735.1

Paul Hastings

thereby, the "Transaction") and such other instruments and documents and made such examination as we have deemed necessary as a basis for an informed opinion. In such examination, we have assumed the genuineness of all signatures (except with respect to signatures on behalf of NorthWestern and NorthWestern Energy on the Asset Transfer Agreement and other documents delivered to the Trustee in connection with the assumption by NorthWestern of the liabilities and obligations of NorthWestern Energy under the Indenture and the QUIPS), the authenticity of all documents submitted to us as originals, the conformity with the original documents of all documents submitted to us as copies and the authenticity of the originals of such latter documents. As to various questions of fact material to this opinion, information with respect to which is in the possession of NorthWestern Energy, we have, when relevant facts were not independently established, relied upon representations or certifications by officers of NorthWestern Energy. In our opinion, we have made such examination and investigation as is necessary to enable us to express an informed opinion as to whether or not the Covenants and Conditions have been complied with and, in our opinion, the Covenants and Conditions have been complied with.

All capitalized terms set forth herein, and not otherwise defined herein, are used herein as defined in the Indenture.

Based upon the foregoing, we are of the opinion that:

1. The Transaction complies with Article 11 of the Indenture and all conditions precedent in the Indenture (including any covenants compliance with which constitutes a condition precedent) as they relate to the Transaction have been complied with.

2. (a) The Third Supplemental Indenture, dated as of November 15, 2002, between NorthWestern and the Trustee (the "Supplement") complies with Article 11 of the Indenture; (b) all conditions precedent provided for in the Indenture as they relate to the Supplement (including any covenants compliance with which constitutes a condition precedent), including the execution and delivery of the Supplement by the parties thereto, have been complied with; and (c) the execution and delivery of the Supplement is permitted or authorized by the Indenture.

We are members of the bar of the State of New York and we do not express any opinion as to matters governed by laws other than the laws of the State of New York and the Federal laws of the United States of America.

Very truly yours,

Paul Hastings Jaupsky & Walker LLP

NY55/226735.1